2017 - 2020

COLLECTIVE BARGAINING AGREEMENT

between

Board of Trustees of Lincoln Land Community College, Community College District No. 526

and

Lincoln Land Facilities Services Union, IFT/AFT, AFL/CIO, Local 6257
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AGREEMENT

This Agreement is entered into effective this 1st day of July, 2017, by and between the Board of Trustees of Lincoln Land Community College, Community College District No. 526 (hereinafter referred to as the “Board”) and the Lincoln Land Facilities Services Union, IFT/AFT, AFL/CIO, Local 6257 (hereinafter referred to as the “Union”) and only applies to said parties. The parties hereby agree as follows:
ARTICLE I
Definitions

This Agreement shall incorporate the following definitions:

**Board** The terms “Board” or “Board of Trustees” shall mean the Board of Trustees of Public Community College District No. 526, operating as Lincoln Land Community College, as established pursuant to the Public Community College Act (110 ILCS 805/1-1 *et seq.*), and its members and authorized management representatives.

**College** The term “College” shall mean Lincoln Land Community College.

**Employee** Unless otherwise expressly provided, the term “employee” shall mean those employees specifically included in the bargaining unit as set forth in Section 2.1 of this Agreement.

**Union** The term “Union” shall mean the Lincoln Land Facilities Services Union, IFT/AFT, AFL/CIO, Local 6257 and its members and authorized representatives.
Section 2.1. Recognition. The Board recognizes the Lincoln Land Facilities Services Union, IFT/AFT, AFL/CIO, Local 6257 as the sole and exclusive bargaining representative for the following full-time and part-time positions: Central Receiving Assistant, Duplication and Mail Center Technician, Horticulturist, Property Control Technician, Community Service Officer, Facilities Maintenance Technician, Facilities Support Specialist, Mechanical Maintenance Technician, General Maintenance Technician, Grounds Maintenance Worker and Building Custodian. For the purposes of this section, the terms “full-time” and “part-time” shall only include employees who work 19 hours or more per regular week. Employees excluded from the unit are all others, including, but not limited to, managerial, supervisory, and confidential employees of the College.

Section 2.2. Duty of Fair Representation. The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit regardless of Union membership. The Union further agrees to indemnify and hold the Board harmless from any and all liability, including monetary damages, resulting from any failure on the part of the Union to fulfill its duty of fair representation.

Section 2.3. Meeting with Other Employee Organizations. This Agreement shall not be construed to prevent the Board from meeting with any employee.

Section 2.4. Temporary Employees. An employee who is hired as a temporary employee shall not be considered part of the bargaining unit and shall not accrue unit seniority. A temporary employee may be utilized in situations where seasonal fluctuations necessitate the need for extra help to maintain College operations, during a period of leave of absence of a bargaining unit member, or during a period required to permanently fill a vacancy. The use of temporary employees shall not exceed 180 successive calendar days except in circumstances where the temporary employee is a leave replacement for the duration of a unit member’s leave or unless otherwise agreed by the Vice President, Administrative Services (or designee) and the Union President (or designee).

Bargaining unit employees shall be offered call-back opportunities prior to any temporary employee.

Student workers (as defined by Board policy and College administrative procedure) are exempt from the provisions of this section.
ARTICLE III
Status of the Agreement

Section 3.1. Ratification and Amendment. This Agreement shall become effective when ratified by the Board and Union and signed by authorized representatives thereof and may be amended or modified during its term only with the mutual written consent of both parties.

Section 3.2. Precedence of Agreement. If there is any conflict between the written terms of this Agreement and the terms of any individual contract of employment or any written Board policies, rules, and regulations which may be in effect from time to time, the written terms of this Agreement, for its duration, shall be controlling.

Section 3.3. External Law. If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirements imposed on the Board by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling.
ARTICLE IV
Board Rights

Only the Board, on behalf of the residents of the District, possesses the right and responsibility to operate the College and to direct the employees of the College, including, but not limited to, all rights and authority exercised by the Board prior to the execution of this Agreement, except as limited by the terms of this Agreement. The authority and powers of the Board, as prescribed by the statutes and Constitution of the State of Illinois and the United States, shall continue unaffected by this Agreement except as limited by the provisions of this Agreement. These rights include, but are not limited to, the following:

A. To determine the College’s mission, objectives, policies, and budget and to determine and set all standards of service offered to the public.

B. To maintain executive management and administrative control of the District and its properties and facilities and the activities of its employees as related to the conduct of District affairs.

C. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction and the performance of professional duties according to current Board policy, or as the same may from time to time be amended, and to introduce new or improved methods, equipment, and facilities.

D. To establish, modify, or eliminate programs and services, to determine whether to provide or purchase goods and services, and to determine the methods, means, and number of personnel needed to carry out the College’s mission, all as deemed necessary or advisable by the Board.

E. To hire all employees and, subject to provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion and to evaluate, promote, transfer, and lay off all such employees.

F. To establish and, as necessary, modify the duties of each employee and to assign each employee so as to fulfill the College’s mission and meet College objectives and standards of service.

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board and the adoption of policies, rules, regulations, and practices in furtherance thereof shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.
ARTICLE V
Union-Board Relations

Section 5.1. Dues Checkoff.

a. Upon receipt by the College’s Vice President, Administrative Services or the Vice President’s designee from an employee covered by this Agreement of a lawfully written authorization form, which may be revoked in writing at any time, the Board agrees to deduct the monthly Union dues, in co-equal installments, of such employee from his or her pay and remit such deduction by the first day of the succeeding month to the Treasurer of the Union. The implementation of the deduction shall be in accordance with a schedule of deadlines established from time to time by the Vice President, Administrative Services, which schedule shall be promptly provided to the Union.

b. If an employee has no earnings due for a given pay period, the Union shall be responsible for collecting such employee’s dues for that period.

c. The Union will notify such Vice President of the exact amount of the monthly membership dues to be deducted by August 16 of each year of this Agreement. The amount of said deduction shall not be subject to change for the duration of the year.

d. The Union agrees to indemnify and hold the Board harmless against any and all claims, demands, suits, orders, or judgments or other forms of liability (monetary or otherwise) brought or issued against the Board and for all legal costs that may arise out of or by reason of any action taken or not taken by the Board under the provisions of this section. If an improper deduction is made and remitted to the Union, then the Union shall promptly refund any excess amount directly to the employee involved.

Section 5.2. Information to Union. Upon reasonable written request to the Vice President, Administrative Services, the Board shall provide the Union with access to available public, non-confidential information which relates directly to the Union’s function as the exclusive bargaining representative for the employees covered by this Agreement and which is not otherwise exempt from disclosure under the Illinois Freedom of Information Act, the Illinois Personnel Records Act, or other applicable state or federal laws, rules, or regulations. Nothing herein shall require the Board to research, prepare, collate, compile, or copy any information or reports.

Section 5.3. Bulletin Boards. The Board agrees to provide space on five bulletin boards for use by the Union, such bulletin boards to be located by the Mail Room in Menard Hall, in the boiler room in Sangamon Hall, in the metal building situated south and east of Cass Gymnasium, in the Library work room in Sangamon Hall, and in the Capital City Center. Only the Union President or the Union President’s designee shall have the
authority to post or remove material reasonably related to legitimate Union activities on such bulletin boards. Use of such bulletin boards by the Union shall be subject to the same terms and conditions as the Board may apply to other community groups. The Union shall limit the posting of Union notices on campus to the bulletin boards. Costs incident to preparing Union material shall be borne by the Union.

Section 5.4. Mail. The Union President or the Union President’s designee may cause notices and materials reasonably relating to legitimate Union activities to be distributed to employees covered by this Agreement through the campus mail in the same manner as mail is distributed on behalf of other community groups. Union notices or materials may be distributed to non-unit members only with the prior approval of the Vice President, Administrative Services.

Section 5.5. Union Use of College Meeting Rooms. The Union President or Union President’s designee may secure use of College meeting rooms subject to the same terms and conditions as the Board may apply to other community groups.

Section 5.6. COPE Deduction. Upon receipt by the College’s Vice President, Administrative Services or the Vice President’s designee from an employee covered by this Agreement of a lawfully written authorization form, the Board agrees to deduct the monthly contributions to IFT/COPE, in co-equal installments, of such employee from his or her pay and remit such deduction by the first day of the succeeding month to IFT/COPE at 700 South College, Springfield, Illinois 62704. Implementation of the deduction shall be in accordance with the schedule referenced in Section 5.1a hereof.

Employees who desire to cancel such contributions shall notify the Vice President, Administrative Services and the Union President in writing. Under no circumstances shall the Union or the Board deny the right of employees to revoke the authorization of payroll deduction of IFT/COPE contributions.

The Board shall transmit with the contributions information reasonably requested by the Union to assure compliance with Federal Election Commission and any other federal and state mandated reports.

The Union agrees to indemnify and hold the Board harmless against any and all claims, demands, suits, orders, or judgments or other forms of liability (monetary or otherwise) brought or issued against the Board and for all legal costs that may arise out of or by reason of any action taken or not taken by the Board under the provisions of this section. The Union shall not be responsible for the attorney’s fees of any attorney for the Board other than the attorney employed and supervised or directed by the Union. If an improper deduction is made and remitted to the Union, the Union shall promptly refund any excess amount directly to the employee involved.

Section 5.7. Grievance Administration. Up to 50 hours per year shall be allowed for investigation and prosecution of grievances by the Union President or any Union officer or steward. Such time shall be scheduled by the Vice President, Administrative Services or
designee and the Union President or designee so as not to be unduly disruptive of work requirements, and all such hours shall be reimbursed to the Board by the Union at the base hourly rate of the affected employee.

Section 5.8. Union/Administration Communications. In order to facilitate communication between the Union and the Administration and to properly address issues that may arise in connection with the implementation and administration of this Agreement, the President of the Union and the Vice President, Administrative Services of the College shall meet at least monthly to discuss matters of mutual concern that do not involve pending negotiations. Either the President of the Union or the Vice President of the College may elect to include such other employees or representatives as appropriate to address matters under discussion.
ARTICLE VI
Grievance Procedure

Section 6.1. Definition (Contract Grievance). So long as this Agreement shall remain in effect a grievance under this section shall mean: (a) a complaint arising under this Agreement in respect to an employee that there has been as to him or her a violation or misinterpretation or misapplication of the specific terms of this Agreement or (b) a complaint arising under this Agreement raised by the Union that there has been as to the entire Unit a violation or misinterpretation or misapplication of the specific terms of this Agreement.

Section 6.2. Grievance Initiation. A grievance may be pursued by the following parties: (a) the employee as to whom there has been an alleged violation or misrepresentation or misapplication of the specific terms of this Agreement, (b) the Union by its President, or the Union President’s designee, on behalf of an employee as to whom there has been an alleged violation or misinterpretation or misapplication of the specific terms of this Agreement, if such employee elects not to initiate such grievance, or (c) the Union by its President, or the Union President’s designee, when there has been as to the entire unit an alleged violation or misinterpretation or misapplication of the specific terms of this Agreement.

Section 6.3. Informal Resolution. The parties are encouraged to resolve through informal discussions any grievances as defined in this Article. Such informal discussions are not to be construed as a part of the grievance procedure.

First Step:

(1) If the grievant is unable to resolve a grievance informally, a written statement of the grievance shall be prepared, signed by the grievant, and delivered to the Vice President, Administrative Services within the time limits specified in Section 6.6 of this Agreement. The written grievance must specify the section or sections of this Agreement that are allegedly violated, misinterpreted, or misapplied and shall include a statement summarizing the facts on which the grievance is based and describing the manner in which each identified section has been violated. The grievance shall also state the relief requested. In the event of a grievance under Section 6.5 (Policy Grievance), the written grievance shall specify the Board policy or policies that are allegedly violated, misinterpreted, or misapplied and shall summarize the facts on which the grievance is based and describe the manner in which each identified policy has been violated. A policy grievance shall also identify the relief requested by the grievant. Each written grievance under this Agreement or Board policy shall be accompanied by any and all statements or documents in support of such grievance and in support of the relief requested.
(2) Within 5 calendar days after the written grievance is submitted, the Vice President or Vice President’s designee must request any additional information or documentation necessary to respond to the grievance. Within 14 calendar days after the written grievance is submitted or within 14 calendar days after any additional requested information or documentation is received by the Vice President or Vice President’s designee, a meeting shall be held between the grievant, a Union representative if specifically requested by the grievant, the Vice President or the Vice President’s designee, and other appropriate administrative personnel.

(3) The Vice President or the Vice President’s designee will answer the grievance in writing within 10 calendar days after such meeting.

Second Step:

(1) If the grievant is not satisfied with the First Step decision, the grievance may be referred by the grievant in writing to the College President within 10 calendar days after the First Step answer is provided.

(2) Within 10 calendar days thereafter, a meeting shall be held between the grievant, a Union representative if requested by the grievant, the President or the President’s designee, and other appropriate administrative personnel.

(3) The President or the President’s designee shall answer, in writing, the grievant within (10) calendar days after such meeting.

Third Step:

(1) If the grievant and Union or the Union, as the case may be, is not satisfied with the decision at the Second Step, the Union may refer the grievance to mediation within 10 calendar days after the decision is provided at the Second Step by written notice to the College President.

(2) Upon referral of any grievance to mediation the Union and Board shall jointly request the Federal Mediation and Conciliation Service to provide the services of a mediator at a time or times convenient to all parties.

(3) More than one grievance may be submitted to the same mediator if all parties mutually agree in writing.
Fourth Step:

(1) If the grievance is not resolved at the Third Step, then the grievant and Union or the Union, as the case may be, may refer the grievance to arbitration within 10 calendar days after the mediation meeting by written notice to the College President.

(2) The Union and Board shall attempt to agree upon an arbitrator within 7 calendar days after receipt of the notice of referral. In the event the Union and Board are unable to agree upon an arbitrator within said 7-day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of 5 arbitrators. Both the Union and the Board shall have the right to strike 2 names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike the second name. The party requesting arbitration shall then strike the third name. The other party shall then strike the fourth name. The person remaining shall be the arbitrator.

(3) The arbitrator shall be notified of the selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Board representatives.

(4) The arbitrator shall submit a decision in writing within 30 calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

(5) More than one grievance may be submitted to the same arbitrator if all parties mutually agree in writing.

(6) The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the Board and the Union, provided, however, that each party shall be responsible for compensating its own representatives and witnesses and purchasing its own copy of the written transcript.

Section 6.4. Limitation on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement based on the specific issue submitted to the arbitrator by the parties in writing. If no joint written stipulation of the issue is agreed to by the Board and the Union, the arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the First Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make decisions contrary to or inconsistent with in any way applicable laws or rules and
regulations of federal, state, or local administrative bodies that have the force and effect of law. The decision of the arbitrator, if made in accordance with the jurisdiction and authority granted to the arbitrator pursuant to this Agreement, will be accepted as final by the Board, the Union, and the employee, and all parties will abide by it.

Section 6.5. Definition (Policy Grievance). So long as this Agreement shall remain in effect a grievance under this section shall mean a complaint arising under any Board policy as contained in the Board Policy Manual, as the same may be amended from time to time by the Board, raised by an employee that there has been as to him or her a violation or misinterpretation or misapplication of a Board policy.

If informal discussion does not lead to a satisfactory resolution of a grievance under this section, such grievance may be processed in accordance with the procedures set forth as the First Step, Second Step, and Third Step of Section 6.3 of this Article. The Fourth Step of said Section 6.3 shall not apply to any grievance under this section since any such grievance is not subject to arbitration, and in lieu thereof, if the Union and the employee are not satisfied with the decision rendered by the President or President’s designee at the Second Step, and the grievance is not resolved by mediation, they may, within 10 calendar days after the mediation meeting, request a hearing before the Board of Trustees by written notice to the Secretary of the Board. The Board may, at its discretion, appoint a committee of two or more Board members to conduct a hearing in respect to the grievance, and the committee shall then submit findings and recommendations to the full Board for final action. The decision of the Board shall be final and binding on all parties.

Section 6.6. Time Limits. No grievance shall be entertained or processed by an employee unless it is submitted within 28 calendar days after the first event giving rise to the grievance or within 28 calendar days after the employee shall have obtained knowledge of the first event giving rise to the grievance. If the employee elects not to initiate such grievance, then the Union may submit the grievance within 28 calendar days after the first event giving rise to the grievance or within 28 calendar days after such employee shall have obtained knowledge of the first event giving rise to the grievance. In the event of a grievance initiated by the Union when there has been as to the entire unit an alleged violation or misinterpretation or misapplication of the specific terms of this Agreement, the grievance shall be submitted within 28 calendar days after the first event giving rise to the grievance or within 28 calendar days after the Union shall have obtained knowledge of the first event giving rise to the grievance. If a grievance is not presented within the time limits set forth herein, it shall be considered “waived.” If a grievance is not appealed to the next step within the specified time limit or an agreed extension thereof, it shall be considered settled on the basis of the Board’s last answer. Failure at any step of this procedure to hold a meeting or communicate a decision on a grievance within the specified time limits or an agreed extension thereof shall permit the aggrieved party to treat the grievance as denied and to proceed immediately to the next step. The parties may, by mutual agreement in writing, extend any of the time limits set forth in this Article.
ARTICLE VII
General Provisions

Section 7.1. Gender. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall refer to both the masculine and feminine.

Section 7.2. Tuition Waiver. Employees, employees’ spouses, and their dependent children under 22 years of age shall be eligible for tuition waiver at the in-district standard rate for credit-generating courses taken at the College. In order for any person to be eligible for tuition waiver under this section, such person must notify the Associate Vice President, Human Resources, upon enrollment in the course(s) to be taken that semester.

In addition, for any employee, employee’s spouse, or dependent children under 22 years of age to be eligible under this section, the employee must be employed by the Board at the start and the completion of any course for which the waiver is granted.

Under this section, “children” shall mean the natural and adopted children of an employee and the natural and adopted children of an employee’s spouse. “Spouse” shall mean spouse by marriage or civil union, and “dependent” shall mean:

a. The student was claimed as a dependent on the employee’s most recent federal income tax return or that the student lives with the employee and was claimed as a dependent on the most recent federal income tax return of a former spouse of the employee.

b. The student does not claim independent status for other forms of financial aid.

A person eligible under this section who fails to complete a course with a grade of A, B, or C, or in the event of a Pass/Fail course, who fails to complete a course with a passing grade must pay the College on demand all tuition and fees attendant to any such course(s). If such person shall fail to pay such tuition and fees after two notifications, the Board is authorized to deduct such tuition and fees over eight pay periods.

If the course selected for tuition waiver is not a course for which the standard College tuition rate applies, then the person taking the course shall pay the difference between the then standard tuition rate and the tuition rate that applies to the selected course. If the person taking the course is subject to the out-of-district rate, then the person taking the course shall pay the difference between the in-district and out-of-district rate that applies.

Section 7.3. Uniforms. With the exception of the Duplication and Mail Center Technician (and such other positions or employees who are exempted from this section by agreement of the Vice President, Administrative Services and the Union President), each...
employee shall wear a uniform issued by the Board while on duty. Each such employee shall be issued five serviceable uniforms during the probationary employment period. Thereafter, uniforms that are no longer serviceable shall be presented to the Vice President, Administrative Services (or designee) in exchange for a new uniform so that each such employee shall maintain five serviceable uniforms. Upon termination of employment, employees shall return their uniform shirts, pants, and jackets to the office of such Vice President or designee. If an employee shall fail to do so, the Board is authorized to deduct the value of the unreturned items from the employee’s final paycheck(s). Such value shall be determined by the Board based on the date of uniform issuance to the employee, but shall in no event exceed 50% of original cost.

Community Service Officers shall also be issued one pair of black shoes appropriate to the uniform requirements of the position, and such employees shall present such shoes for repair or replacement when they are no longer serviceable.

Section 7.4. Personal Protective Equipment. In order to promote workplace safety, the Board will provide the following personal protective equipment to employees who require such equipment in the performance of their job duties:

- Safety shoes or boots.
- Eye protection, including prescription safety lenses.
- Hearing protection.
- Cold weather gear.
- Lifting belts/back braces.
- High visibility vests.
- Safety equipment for security personnel as outlined in the LLCC Police Department General Orders Manual.
- Such other equipment as specifically approved by the Vice President, Administrative Services.

The cost of vision examinations for prescription lenses shall be borne by the employee, unless such examination is required by the Board pursuant to Section 8.1 of this Agreement.

Section 7.5. Computer Access. The College will provide each employee with an e-mail address, and employees will have reasonable access to their e-mail accounts (as determined by their immediate supervisors) to facilitate College business. Employee use of College equipment and systems will be in accordance with all applicable Board policies and administrative procedures. The Union President (or designee) may cause notices and
materials reasonably related to legitimate Union activities to be distributed to bargaining unit members via the e-mail system.

Section 7.6. Job Descriptions. Employees shall be provided with a copy of their current job descriptions upon request by any affected employee or the Union. Updated job descriptions shall be promptly provided to affected employees and the Union whenever the Board shall amend job duties.

Section 7.7. Contact Numbers. Employees are required to provide a contact number to their immediate supervisor for use in connection with official College business only. Unless otherwise authorized by the employee, contact numbers may be shared within the chain of command upward from the employee’s supervisor.
ARTICLE VIII
Conditions of Employment

Section 8.1. Examination by Health Care Professional. The Board may require an employee to undergo an examination to determine fitness for work by a licensed health care professional (such as an M.D., D.O., dentist, physical therapist, or psychologist) selected by the Vice President, Administrative Services (or designee), provided that the Board shall allow the employee release time for such examination, and shall pay the costs of such examination. The employee may seek a second or subsequent examination from a health care provider of the employee’s choice and at the employee’s sole expense. The results of any such examination(s) shall be provided to the Vice President, Administrative Services (or designee) and to the employee. The decision to require an examination shall not be made in an arbitrary or capricious manner.

Section 8.2. Secondary Employment. Employees may accept secondary employment provided such employment does not interfere with the performance of their job duties for the Board.

Section 8.3. Probationary Employment. Employees shall be on probationary status for their first 120 days of employment by the Board. During such probationary period employees shall be evaluated in writing at least once by the Vice President, Administrative Services (or designee), and such evaluation(s) may relate to any aspect of the employees’ performance or conduct. If, in the sole judgment of the Board, any evaluation is unsatisfactory, the affected employee may be immediately terminated by the Board.

If a current employee enters a new position, such employee shall serve a 90-day promotional probationary period in such new position. If the employee fails to demonstrate the ability and/or qualifications to provide satisfactory service, then the Board shall terminate the probationary appointment. In such event the employee may elect to return to the previous position, provided that such position has not been eliminated by the Board pursuant to the layoff protocol set forth in Section 13.5 and the seniority rankings set forth in Section 13.1 of this Agreement. The employee shall revert to the previous rate of pay as appropriately adjusted by any subsequent increases for the previous position.

The promotional probationary period may be used by the employee to complete (or work toward completion pursuant to a schedule approved by the immediate supervisor) any training or certification recommended or required for performance of the duties of the new position. In such case the promotional probationary period may be extended by mutual agreement between the employee and their immediate supervisor for a period of time not to exceed six months from the date of the promotional hire.

Section 8.4. Interruption of Services During Probationary Period. If a probationary period is interrupted by an unpaid leave of absence, administrative leave with pay, layoff, or suspension, then such probationary period shall be extended by an equivalent period of time.
Section 8.5. **Release Time for Classes.** Subject to the provisions of Section 7.2 hereof and with the prior approval of the Vice President, Administrative Services (or designee), an employee shall be allowed up to 2 hours of release time per week for classes taken at the College.

Section 8.6. **Drug Testing.** It is the policy of the College to maintain a drug and alcohol free educational and work environment. During the course of performing services for the College, employees shall not possess or use alcohol, drugs, or any other substance that impairs their ability to safely perform job duties, nor shall employees report to work under the influence of alcohol, drugs, or other substances that may impair their ability to safely perform their job duties.

In order to promote the safety and security of students and staff, the College may conduct substance tests based on breath, saliva, urine, and/or blood samples under circumstances set forth herein. Any employee requested to take a test will be required to execute a test consent form. Refusal to sign the form or leaving the work area prior to the substance test without permission of the supervisor, or refusal to cooperate in any way with the testing process, shall be grounds for disciplinary action up to and including termination. All tests shall be conducted by Midwest Occupational Health Associates (MOHA), 775 Engineering Avenue, Springfield, Illinois, or such other licensed laboratory jointly approved by the Union and the Board.

If a supervisor has reasonable cause to conclude that an employee is impaired during the course of performing services for the College, then the employee may be required by the Vice President, Administrative Services (or Associate Vice President, Human Resources or Director of Facilities, in the absence of the Vice President) to undergo a substance test. Reasonable cause shall include an on-the-job accident or injury caused or incurred by the employee or the demonstration of impaired speech or behavior on the part of the employee. Whenever an employee is required to submit to a substance test, the supervisor must prepare a written incident report for submission to the Vice President within 24 hours of the event or events that gave rise to the test.

Any test hereunder shall be at the expense of the College and shall be conducted during time for which the employee shall be paid. The employee will be placed on administrative leave with pay while awaiting test results. The College will provide transportation to and from the testing facility.

Employees shall not be subject to discipline hereunder if the employee possesses a valid prescription issued to the employee by a licensed health care provider and used for its intended purposes. However, if an employee’s ability to perform job duties is impaired by the use of a prescription drug, then the employee must report that to the immediate supervisor.

In the event any provision of this Section shall conflict with any testing requirement or protocol mandated by statute, rule, or regulation in respect to any employee, such
statute, rule, or regulation shall have preference and priority over the conflicting provision hereof.
ARTICLE IX
Evaluations

Section 9.1. Evaluation Purpose and Procedure. The immediate supervisor shall conduct periodic evaluations of employee performance for the purpose of apprising employees of their strengths and areas of performance requiring improvement, and to assist in making employment decisions. Evaluations shall include such observations and experiences relevant to the work environment as the immediate supervisor shall deem appropriate. Evaluations shall be prepared in writing at least once every two years and shall be submitted to the employee. An evaluation conference shall be convened by the immediate supervisor with the employee (and a Union representative if requested by the employee) at least three days after the employee has received a copy of the written evaluation. Upon conclusion of the evaluation conference, the employee and the immediate supervisor shall sign the evaluation, and the employee shall receive a copy of the signed evaluation. The signature of the employee shall not be construed as constituting the employee’s agreement with the content of the evaluation.

Section 9.2. Response to Evaluation. The employee may submit a written response to any evaluation within seven calendar days of the evaluation conference. Such response shall be included with the evaluation in the employee’s personnel file.

Section 9.3. Supplemental Evaluations. The immediate supervisor may conduct such additional evaluations as the immediate supervisor shall deem necessary and appropriate if performance deficiencies appear evident.

Section 9.4. Performance Improvement Plan. In connection with any evaluation hereunder, the immediate supervisor may develop and implement a performance improvement plan, which plan must be approved by the Associate Vice President, Human Resources, prior to implementation.

Section 9.5. Evaluation Form. The form for evaluating employees hereunder is attached hereto as Appendix I, and may be amended from time to time as approved by the Union President and the Associate Vice President, Human Resources.
ARTICLE X
Disciplinary Procedures

For just cause, employees shall be subject to progressive disciplinary action by the Administration and/or Board. Employee misconduct shall result in disciplinary sanctions ranging from verbal reprimand through dismissal according to the following schedule:

1) **Verbal Reprimand by the Administration.** Each verbal reprimand shall be documented, and a copy shall be given to the affected employee, and a copy shall be placed in the employee’s personnel file.

2) **Written Reprimand by the Administration.** Any written reprimand shall be provided to the employee, and a copy of such reprimand shall be placed in the employee’s personnel file.

3) **Suspension by the Administration/Level 1.** In the event of the same or similar offense by an employee, the President may impose suspension without pay for no more than 5 workdays, provided that the employee shall be given an opportunity to first meet with the President regarding the cause or causes for such suspension. Written notice of such meeting shall be given to the employee at least 48 hours in advance.

4) **Suspension by the Administration/Level 2.** In the event of the same or similar offense by an employee, the President may impose suspension without pay for no more than 30 workdays, provided that the employee shall be given an opportunity to first meet with the President regarding the cause or causes for such suspension. Written notice of such meeting shall be given to the employee at least 48 hours in advance.

5) **Dismissal by the Board.** Dismissal proceedings shall be initiated by the Board in accordance with the applicable law and Board policy.

The Union and Board acknowledge that appropriate disciplinary sanctions for any employee misconduct shall be determined by the Administration and/or Board based on the repetitive nature of such misconduct and/or the magnitude or severity thereof. The initial disciplinary step shall depend on the severity of the offense.

In connection with any allegation of misconduct, the President or Board may grant administrative leave with pay pending the investigation of such allegation. The Vice President, Administrative Services (or designee) may implement leave with pay for up to 1 workday when, in such Vice President’s (or designee’s) judgment, the employee would benefit from a “cooling off” period or in connection with any allegation of misconduct.

An oral or written reprimand shall remain in effect for a reasonable period of time, as determined by the Board, depending on the severity of the offense. An employee may
petition the Associate Vice President, Human Resources for the removal of documentation of an oral or written reprimand from such employee’s personnel file after a reasonable period of time. A reasonable period of time in connection with reprimands arising from chronic tardiness/absenteeism shall be 1 year if the employee has not experienced further tardiness/absenteeism during such year. For the purpose of this article, deficiencies identified in a performance evaluation shall not be considered a written reprimand.

Any written reprimand or suspension under this article may be imposed in combination with a remediation plan approved by the Vice President, Administrative Services (or designee) that is intended to prevent recurrence of the misconduct that gave rise to the disciplinary sanction. Costs attendant to the implementation of a remediation plan, such as training, seminar or workshop expenses, and medically-related or counseling expenses specifically authorized by such Vice President (or designee) and not covered by the College’s group health plan or other insurance carried by the employee, shall be borne by the Board.

In circumstances where a disciplinary sanction includes referral to the College’s employee assistance program (EAP), the affected employee shall not be compensated for time spent in connection with the receipt of EAP services, including travel time, when such services are scheduled outside of the employee’s normal working hours. However, in the event that EAP services are scheduled during an employee’s normal working hours, the employee may elect to use accrued sick leave or personal leave to avoid any loss of pay.
ARTICLE XI
Fair Share

A. Within 30 days of the commencement of initial employment or upon resignation from the Union, all members of the bargaining unit who are not members of the Union shall pay to the Union each month their fair share cost of the services rendered by the Union that are chargeable to non-members under state and federal law.

B. Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to the Union; provided, however, that the Union shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with state law and Labor Board rules.

C. The Board shall cooperate with the Union to ascertain the names of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and provide available space to post a notice concerning fair share.

D. The Union shall cause to be posted a notice concerning the fair share fee information required or permitted by the Labor Relations Act and Labor Board rules.

E. Should any employee object to paying a fair share fee to the Union based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, an amount equal to the employee’s fair share should be paid to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the employee and the Union are unable to agree on the matter, payments in lieu of fair share shall be made to a charitable organization from a list of charitable organizations approved by the Illinois Educational Labor Relations Board. The Union shall certify to the College the charitable organization to which such payments are to be made, or the employee may elect to make such payments directly to the designated organization, provided that written receipts evidencing payment are supplied to the Union on a monthly basis.

F. Upon adoption of any Union internal appeal procedure, the Union shall supply the Board with a copy. In addition, the Union shall advise the Board of subsequent changes therein.

G. Upon receipt of formal notice of an objection or unfair labor practice charge to the Labor Board, the Union and the Board shall comply with Labor Board rules. The Board shall forward the objector’s fee or portion of the objector’s fee being contested to the Labor Board to be placed in an escrow account pending a decision or mutually agreeable settlement between the Union and the objector.

H. The Union shall and does hereby indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims,
demands, actions, complaints, suits, or other forms of liability (monetary or otherwise), including, but not limited to, attorneys’ fees, court costs, and interest that shall arise out of or by reason of any action taken by the Board for the purposes of complying with any of the provisions of this section or in reliance on any list, notice, certification, affidavit, assignment, or other information furnished under any of such provisions.
ARTICLE XII
Leaves

Section 12.1. Sick Leave. Each employee who works 20 or more hours per regular workweek shall accrue sick leave upon the completion of each month of employment. Full-time employees shall accrue 10 hours of sick leave upon the completion of each month of employment, and part-time employees shall accrue sick leave on a pro rata basis. Unused sick leave may accumulate to a maximum of 2,880 hours. Full-time employees with at least 2 years of continuous employment by the Board shall be advanced 120 hours of sick leave on July 1 of each year (and part-time employees who work 20 or more hours per regular workweek with at least 2 years of continuous employment by the Board shall be advanced sick leave on a pro rata basis), provided that any such full-time employee who shall have less than 40 hours of accumulated sick leave as of the close of business on the immediately preceding June 30 shall be advanced 60 hours of sick leave on July 1 and 60 hours of sick leave on January 1. Any employee whose employment shall terminate under circumstances where such employee has used unaccrued sick leave shall be required to repay the Board for such leave and consents to the withholding of the amount of such repayment, or a portion thereof, from his or her final paycheck(s).

Sick leave may be used for reasons of personal illness, temporary disability, including, but not limited to, pregnancy and/or childbirth, quarantine at home, illness in the immediate family or household, or extension of bereavement leave. Immediate members of the family shall mean spouse (by marriage or civil union), son, daughter, mother, father, brother, sister, or corresponding-in-law or step-relation or any person for whom the employee is the legal guardian. The Board may require certification from a physician or other licensed health care professional for the use of any sick leave. Such certification may be required to document authorization for an employee to return to work. Certification may also be required in circumstances where abuse of sick leave is reasonably suspected by the Board upon a review of evidence establishing misuse of sick leave. Except in circumstances where documentation is required for authorization of an employee’s return to work, the costs associated with Board-required certification from a physician or other licensed health care professional of the Board’s choice shall be borne by the Board.

Upon termination of employment, employees shall not be compensated for any unused sick leave.

Employees shall notify their immediate supervisor of their intended use of sick leave prior to the use of any sick leave by calling the immediate supervisor’s designated College phone. If the immediate supervisor cannot be reached, the employee shall leave a message on the designated College phone. When employees know in advance that they have a scheduled appointment or procedure, they may notify their supervisor of said appointment or procedure in advance by College e-mail. Employees who shall miss three consecutive workdays without notifying their supervisor or the Director of Facilities of the reasons for such absence shall be deemed to have tendered their resignation from employment and shall be immediately terminated from such employment, unless physically
incapacitated from giving such notice under circumstances where a member of the immediate family or household cannot give such notice. Employees who have reported to work and then need to use sick leave shall notify their immediate supervisor of their intended use of sick leave prior to leaving work. Upon return to work after use of sick leave, employees must complete and submit a certificate of absence to their immediate supervisor within three workdays.

Section 12.2. Vacation Leave. A full-time employee shall accrue vacation leave upon the completion of each month of employment in accordance with the schedule set forth below:

VACATION LEAVE SCHEDULE

<table>
<thead>
<tr>
<th>Employment Duration</th>
<th>Vacation/Leave Hours Accrued Per Full Month of Employment for Full-Time Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>• From beginning date of employment to 5th anniversary date</td>
<td>6.67</td>
</tr>
<tr>
<td>• During 6th employment year</td>
<td>7.34</td>
</tr>
<tr>
<td>• During 7th employment year</td>
<td>8.00</td>
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<tr>
<td>• During 8th employment year</td>
<td>8.67</td>
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<tr>
<td>• During 9th employment year</td>
<td>9.34</td>
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<tr>
<td>• During 10th employment year</td>
<td>10.00</td>
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<tr>
<td>• During 11th employment year</td>
<td>10.67</td>
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<tr>
<td>• During 12th employment year</td>
<td>11.34</td>
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<tr>
<td>• During 13th employment year</td>
<td>12.00</td>
</tr>
<tr>
<td>• During 14th employment year</td>
<td>12.67</td>
</tr>
<tr>
<td>• During 15th employment year and thereafter</td>
<td>13.34</td>
</tr>
</tbody>
</table>

Vacation leave shall be accrued on a pro rata basis for any partial month and/or for part-time employment, provided that part-time employees must work 20 hours or more per regular workweek to be eligible for vacation leave.

Unused vacation leave shall accrue to a maximum of 320 hours. Upon termination of employment for any reason, employees shall receive compensation for any accrued but unused vacation leave at such employee’s then current rate of compensation.
Employees shall submit a Certificate of Absence requesting vacation leave to their immediate supervisor, which request shall be subject to the following:

- The request shall be submitted up to 1 year in advance of the commencement of such leave.
- The immediate supervisor (or designee) shall respond to such request in writing within 5 workdays.
- Approval of vacation leave shall not be unreasonably withheld.
- Upon receipt of multiple requests for the same day(s) for vacation leave, approval shall be determined by the earlier date/time stamp on the Certificate of Absence. If such date/time stamps are identical, then approval shall be based on seniority.
- If approval is denied or delayed, the immediate supervisor (or designee) shall provide a brief statement of the reason.
- If vacation leave is denied due to the operational needs of the College, then affected employees shall be approved for vacation leave at such time as the College determines that the operational need no longer exists.
- Once vacation leave has been approved by the supervisor (or designee), such approved leave cannot be rescinded unless otherwise agreed by the employee.
- An employee may elect to cancel approved vacation leave by giving notice to the immediate supervisor (or designee).

Section 12.3. Personal Leave. Each full-time employee shall accrue 1 day of paid leave for personal business upon completion of 6 months of employment. Full-time employees with at least 2 years of continuous employment by the Board shall be advanced 2 personal leave days on July 1 of each year. Any employee whose employment shall terminate under circumstances where such employee has used unaccrued personal leave shall be required to repay the Board for such leave and consents to the withholding of the amount of such repayment, or a portion thereof, from his or her final paycheck(s). Unused personal leave may accumulate to a maximum of 5 days. Except in emergency circumstances, the employee requesting personal leave will submit a Certificate of Absence to the immediate supervisor, and the immediate supervisor must give prior written approval of personal leave. Such approval shall not be unreasonably denied. In emergency circumstances employees shall notify their immediate supervisor prior to the beginning of their shift by calling the immediate supervisor’s designated College phone. Employees who have already reported to work shall notify their immediate supervisor of their intended use of personal leave prior to leaving work. Upon return to work after use of emergency personal leave employees must submit a Certificate of Absence to their immediate supervisor within 3 workdays of such return. Whether the employee is requesting written
approval or verbal approval, the employee shall not be required to provide the reason for the personal leave request.

Personal leaves shall be prorated for part-time employees, provided that part-time employees must work 20 hours or more per regular workweek to be eligible for personal leave.

Section 12.4. Legal Leave. Employees summoned to appear as jurors or witnesses will notify their immediate supervisor as soon as possible after being summoned. Any employee who works 20 hours or more per regular workweek, and who, as a result of the summons, cannot fulfill his or her assigned duties and responsibilities will suffer no loss in salary, provided the employee remits to the Board any compensation or fees received as a juror or witness. Fees designated as reimbursement for travel expenses only may be retained by the employee. If an employee appears as a juror or as a witness for a partial workday, the employee shall report to the College for the remainder of such workday.

Section 12.5. Leave Without Pay. Except as otherwise provided by law, the Board may in its sole discretion grant an employee, upon written request, a leave of absence without pay and under such conditions as the Board may specify. A request for a leave of absence without pay by an employee shall be initiated by submitting a written request for such leave to the Associate Vice President, Human Resources. The request shall include a summary of the reasons why the employee seeks such leave and shall identify a proposed beginning and ending date. If the request is occasioned by a medical condition of the employee, then such request shall be accompanied by a report from such employee’s physician indicating the likely date when such employee shall be capable of returning to work. The Board may in its sole discretion grant an extension. An employee on such leave shall be eligible to participate in the College insurance program provided, however, that such employee shall be responsible for payment of the entire cost of any insurance coverage except to the extent that such leave is designated as leave under the Family and Medical Leave Act.

Section 12.6. Bereavement Leave. Employees who work 20 hours or more per regular workweek shall be eligible for bereavement leave as follows:

a. Up to 3 leave days for each death in the immediate family. Immediate family shall mean the employee’s spouse (by marriage or civil union), son, daughter, mother, father, brother, sister, corresponding in-law or step relation, or any person for whom the employee is the legal guardian.

b. Up to 1 leave day for each death of relatives once removed, i.e., grandfather, grandmother, grandson, granddaughter, aunt, uncle, cousin, niece, or nephew by birth or marriage.

Section 12.7. Sick Leave Bank. Employees shall be eligible to voluntarily participate in the Classified Sick Leave Bank under the same terms and conditions as shall apply to other classified employees of the College pursuant to Board policy.
Section 12.8. **Leave Status Reports.** The Human Resources Office will provide each employee with an Accumulated Leave Status Report available on the LLCC Portal. Such report will include all leave that is available for use, including personal leave, vacation leave, sick leave, compensatory time, and leave time earned pursuant to Section 14.8 hereof. In respect to any leave, employees shall promptly submit a completed Certificate of Absence to their immediate supervisor.

Section 12.9. **Secondary Employment While on Leave.** Any employee who is unable to work for the College due to a work-related injury is prohibited from working a second job while on leave of absence and receiving compensation and/or benefits from the College. Any employee who has been granted leave under FMLA or is on sick leave from the College is prohibited from working a second job while on such FMLA and/or sick leave.
ARTICLE XIII
Seniority

Section 13.1. Definition of Seniority. Except as otherwise provided herein or required by law, the seniority of employees shall be based on the most recent date of beginning continuous full-time employment by the Board. Conflicts of seniority among employees with the same beginning dates of employment shall be resolved on the basis of the earliest date employment was approved by the Board of Trustees or if a tie still exists, by drawing lots to determine seniority.

On or about July 1 of each year of this Agreement the Board shall prepare and distribute a seniority list by job classification for each employee. Competency to render services within any job classification shall initially be determined by the Associate Vice President, Human Resources based on each employee’s personnel record, including documentation any employee may wish to submit as evidence of competency to render services within any job classification. Such seniority list shall be distributed to all employees, and any employee may file a written protest as to his or her seniority in any job classification or as to any other employees’ seniority rankings within a job classification. Such protest must be filed with the Associate Vice President, Human Resources within 30 days of the date on which the seniority list was distributed and shall state all facts on which the protest is based and the outcome requested. Upon receipt of a protest, the Vice President, Administrative Services, Associate Vice President, Human Resources, and the President of the Union (or designee in the event the President filed the protest or the President’s seniority in any job classification could be affected by the protest) shall make a final, binding, and non-grievable determination of seniority in respect to the employees affected by the protest.

In respect to all other employees, such seniority list shall be final and binding upon the expiration of 30 days from distribution of the seniority list and shall govern the order in which reductions are implemented by the Board during the term of this Agreement.

For the purposes of this Agreement the term “job classification” shall describe a position on the official organization chart of the College. If the Board shall add or delete any job classification covered by this Agreement, then the Board shall revise the then current seniority list within 30 days of any such addition or deletion.

Section 13.2. Termination of Seniority. Seniority for all purposes shall be terminated if the employee quits or resigns employment by the Board, is terminated in accordance with the provisions of this Agreement, applicable law, and/or Board policy; or retires or fails to return from approved leave of absence upon its expiration.

Section 13.3. Seniority upon Return to the Bargaining Unit. If an employee is appointed by the Board to a position outside the bargaining unit and is subsequently returned to a bargaining unit position by the Board, the employee shall not be credited with
the years of service outside of the bargaining unit but shall be credited with seniority that was previously accumulated as a unit member.

Section 13.4. Dismissal Procedure. Except as may otherwise be required by law, the dismissal of an employee shall be in accordance with Article X hereof and applicable Board policy.

Section 13.5. Layoff-Recall. Based on changing needs of the District, including, but not limited to, a fiscal exigency necessitating a decrease in the number of employees or the discontinuance of any service, the Board may, in its sole discretion, lay off or dismiss an employee. Except as otherwise provided by law, the District shall effect any such layoff or dismissal in the order of least seniority for each affected position. In the event of any such layoff or dismissal, the District shall notify each affected employee not less than 90 calendar days prior to the effective date of such layoff or dismissal. If the Board shall have a vacancy in the employee’s job classification (or in a job classification in which the employee is competent to render services as evidenced by the seniority list for that job classification) within 12 months of the effective date of layoff or dismissal, then the Board shall offer such vacancy to the dismissed employee. Upon return to employment under this section, the employee shall be credited with such seniority and accumulated sick leave as had been earned by the employee as of the effective date of layoff or dismissal. If the employee returns to the same job classification, the employee’s base annual salary shall not be less than the base annual salary that was in effect for such employee on the effective date of layoff or dismissal.

Section 13.6. Vacancies within the Bargaining Unit. In the event of a vacancy within the bargaining unit, employees will be notified via e-mail or campus mail of such vacancy and the qualifications required of the vacant position. Interested employees will have 5 calendar days from the date of such notice to express an interest in the vacant position and to present their qualifications (or their ability to meet such qualifications, or to work toward meeting such qualifications, during the probationary period in accordance with Section 8.4 hereof). Upon the expiration of such 5-day period, the Human Resources Office may advertise the vacancy in the same manner as would apply to any other classified position at the College.
ARTICLE XIV
Compensation and Workload

Section 14.1. Salaries. Except as otherwise provided in Section 14.2 hereof, the Board shall implement the following annual salary adjustments:

a. During FY 2018, base annual salaries for employees who were employed by the Board during FY 2017 shall be increased by 2.9%.

b. During FY 2019 and FY 2020, base annual salaries for employees who were employed by the Board during the previous fiscal year shall be subject to a percentage increase equal to the across-the-board percentage increase awarded to other classified employees of the College, provided that such percentage increase shall in no event be less than 1.5%.

Section 14.2. Salary Ranges. Except as otherwise provided herein, employees shall be paid within the salary ranges set forth on the attached Appendix II. In respect to any employee who has already reached the top of the applicable range, such employee’s annual salary increase shall be 1.5% for FY 2018 and 1.0% for FY 2019 and FY 2020. In respect to any employee who will reach the top of the applicable range during any year hereunder, such employee shall be awarded such portion of the percentage increase as will move him or her to the top of the applicable range.

Section 14.3. Initial Salary. The Board shall, in its sole discretion, determine an employee’s initial salary, provided that such initial salary shall not be less than the starting salary in the employee’s position classification as set forth on Appendix II.

Section 14.4. Workload. Except as otherwise provided herein, each employee shall work 40 hours per week pursuant to a schedule established by the Vice President, Administrative Services (or designee). In the event that it shall become necessary to change the established schedule of an employee or employee group, then the immediate supervisor (or designee) will post notice of the schedule change in the appropriate work area (or otherwise provide written notice of the proposed change) at least 30 calendar days prior to the effective date of the schedule change. With the exception of Community Service Officers, the regular workday shall be 8½ hours and shall include a one-half hour unpaid meal period. Each employee shall be entitled to two 15-minute break periods during each regular workday as scheduled by the immediate supervisor and an additional 15-minute break period upon completion of each 2 consecutive hours of overtime work.

The regular workday for employees who shall commence work at or after 2:00 p.m. shall be 8 hours and shall include a one-half hour paid meal period and two 15-minute break periods as scheduled by the immediate supervisor. Such employees shall be paid a $750 annual stipend (prorated for part-time and/or partial year of employment) in addition to their regular salaries.
If an employee’s regular workweek shall include a Saturday and/or a Sunday, then such employee’s regular workday on such Saturday and/or Sunday shall be 8 hours and shall include a one-half hour paid meal period and two 15-minute break periods as scheduled by the immediate supervisor.

The workday of each Community Service Officer shall be 8 hours, regardless of the shift assignment, and shall include a paid meal period during which any such employee may be called into service.

The regular workweek for each employee shall be 5 consecutive days, which may include either a Saturday or Sunday or both, as determined by the Board. Regular workweeks shall be assigned to employees on the basis of seniority within job classifications, the most senior employee having first choice and the least senior employee being assigned the last open scheduled workweek. Shifts shall be assigned to employees on the basis of seniority within job classifications, the most senior employee having the first choice and the least senior employee being assigned the last open scheduled work shift.

The regular 5-day workweek shall remain in effect on a year-round basis, provided, however, that bargaining unit employees shall be scheduled to work the same number of hours per week during summer as may be established by the Board for other classified employees of the College. Summer schedules shall be established by the Vice President, Administrative Services (or designee).

In circumstances where the Director of Facilities anticipates the need for a temporary schedule change due a special event or some other short-term change in circumstances, then the Director of Facilities or designee may offer the opportunity for employees to volunteer for the temporary schedule change. Such notice shall be given to employees in the affected position or positions at least 30 calendar days in advance of the schedule change date. If there is more than one volunteer for any temporary schedule change, then the temporary change shall be assigned by seniority on a rotating basis among employees who work at the affected facility. Employees who accept the temporary change shall be awarded floating leave time, which time shall be subject to the same mechanics of use as a personal leave day under Section 12.3 hereof. Unused floating leave time shall not be compensated upon termination of employment with the College.

**Section 14.5. Annual Work Calendar.** The Board shall in its sole discretion determine the annual work calendar, which calendar shall include paid holidays as identified on Appendix III attached hereto and made a part hereof. Recognizing the fact that the College is closed to normal operations during spring break and the Christmas/New Year holiday recess, employees are encouraged to use vacation during these periods of time. Vacation requests for time off during these periods of time shall be granted unless the operational needs of the employer require that certain staffing levels be maintained. Employees may submit a preferred schedule to be implemented during spring break and the Christmas/New Year holiday recess. Such preferred schedule shall be submitted to the immediate supervisor at least 20 days prior to the start of the spring break or Christmas/New Year holiday recess, and the immediate supervisor shall approve the
preferred schedule if it will not, in the determination of the immediate supervisor, interfere
with College operating needs. Employees other than Community Service Officers may,
with the approval of their immediate supervisor, elect to adjust their scheduled work shift
during spring break and the Christmas/New Year holiday recess.

During the winter recess employees shall be expected to work or take appropriate
leave time for four days. If any employee is assigned or approved to work on Christmas
Eve, Christmas Day, New Year’s Eve, or New Year’s Day, then such employee shall
receive floating leave time at the rate of 1.5 times the number of hours worked during any
of such days. Use of such floating leave time shall be subject to the same mechanics as
Personal Leave under Section 12.3 of the Agreement. No employee may volunteer for or
be assigned to work on more than one of such days. Unused floating leave time shall not
be compensated upon termination of employment with the College.

**Section 14.6. Overtime Pay.** Employees shall be paid overtime (1½ x base hourly
wage) for work performed beyond 40 hours per regular workweek and for work performed
during any holiday designated on the attached Appendix III. For purposes of this section,
work performed during the regular workweek shall include any time spent by an employee
on leave status other than time spent on sick leave or leave without pay. Any overtime
(including overtime performed on any designated holiday) may be taken as compensatory
time.

Scheduled and approved overtime will be offered to employees at the affected
campus in the following manner:

a. A list of overtime hours worked by each employee in each job classification
shall be maintained on a current basis by supervisors and shall be posted on
a bulletin board for each job classification.

b. Excluding part-time employees and full-time employees who have been hired
during the then current fiscal year, the employee with the least overtime
hours accumulated will be offered overtime first. If that employee refuses the
offered overtime, then the employee with the next least hours accumulated
will be offered the overtime. The immediate supervisor will continue down
the posted list until the overtime is accepted. Full-time employees who have
been hired during the then current fiscal year, and then part-time employees,
will be offered overtime last, with the least senior of such employees
assuming the lowest priority. Accumulated overtime shall revert to zero each
July 1, and overtime shall thereafter be offered by seniority until the
accumulation provisions of this section can take effect.

c. Interested employees must sign off on the posted overtime list.

This overtime procedure shall apply each time overtime is offered, provided that it
shall not apply to mandated emergency overtime such as snow removal emergencies.
Any employee who works overtime shall receive pay commensurate to the amount of overtime actually worked, provided that any employee who shall work less than 15 minutes of overtime shall be paid or awarded compensatory time for 15 minutes of overtime work.

When overtime has been offered in accordance with this section, and all employees reject the offer, then the College has the right to mandate overtime to full-time employees. In non-emergency circumstances, the overtime will be mandated to the employee with the least number of hours of accumulated overtime, provided that the employee is not on leave pursuant to Article XII hereof or an employee who has already worked 6 consecutive workdays within a calendar week. Under no circumstances shall an employee be mandated to work more than one 8-hour overtime shift during any 30 calendar day period. If there is more than one employee with the least number of hours of accumulated overtime, then, as between such employees, overtime will be mandated to the employee with the least seniority.

In emergency circumstances the College can mandate overtime to any employee who can be contacted, provided that employees who work in the job classification affected by the overtime shall be contacted first by seniority (for example, in a snow removal emergency, the Grounds Maintenance Workers will be contacted first, and then, by seniority). If an employee reasonably believes that his or her personal safety or property shall be put at risk by reporting to work, then such employee shall be excused from the mandated overtime. For the purpose of this section, an “emergency” shall be any situation that requires an immediate response to a sudden and unpredictable event in order to maintain normal College operation.

Section 14.7. Pay Periods. Each employee’s compensation hereunder shall be paid by direct deposit to a bank, savings and loan, credit union, or other financial institution selected by the employee. Such direct deposit shall be made on the 15th and last day of each month or on a biweekly basis following a change in pay periods affecting employees and other non-exempt staff of the College. If any payday falls on a weekend or a college holiday, then direct deposit shall be made on the last workday preceding such weekend or college holiday.

Section 14.8. Emergency Closing. For any day during which the College shall close due to excessive snow or some other emergency, the following conditions will apply:

a. Employees who are scheduled to work and do work will be paid straight time wages and receive an equal amount of time off to be scheduled like vacation leave.

b. Employees who are scheduled to work and are excused from work will be paid straight wages for the excused hours.

c. Employees who are not scheduled to work and do not work will not be paid for the day.
Section 14.9. **Compensatory Time.** Compensatory time may be accumulated in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Position</th>
<th>Maximum Accumulation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central Receiving Assistant</td>
<td>240 hours</td>
</tr>
<tr>
<td>Duplication and Mail Center Technician</td>
<td>240 hours</td>
</tr>
<tr>
<td>Horticulturist</td>
<td>480 hours</td>
</tr>
<tr>
<td>Property Control Technician</td>
<td>240 hours</td>
</tr>
<tr>
<td>Community Service Officer</td>
<td>480 hours</td>
</tr>
<tr>
<td>Facilities Maintenance Technician</td>
<td>240 hours</td>
</tr>
<tr>
<td>Facilities Support Specialist</td>
<td>240 hours</td>
</tr>
<tr>
<td>Mechanical Maintenance Technician</td>
<td>240 hours</td>
</tr>
<tr>
<td>General Maintenance Technician</td>
<td>240 hours</td>
</tr>
<tr>
<td>Grounds Maintenance Worker</td>
<td>480 hours</td>
</tr>
<tr>
<td>Building Custodian</td>
<td>240 hours</td>
</tr>
</tbody>
</table>

Maximum accumulation for any position shall be prorated for part-time employment.

Any employee requesting compensatory time off shall obtain approval from the employee’s immediate supervisor or designee. Approval or denial of such request shall be given in writing by the immediate supervisor or designee within 3 workdays of receiving the request. If approval is denied, the immediate supervisor or designee shall provide a brief statement of the reason(s) for such denial. An employee who has exhausted accumulated sick leave may elect to use compensatory time for sick leave. Any accumulated compensatory time may be converted to compensation at the employee’s then current rate of pay upon the employee’s request. No employee shall be required to provide a reason for the employee’s requested use of compensatory time except in circumstances where the employee elects to use compensatory time for sick leave purposes.

Section 14.10. **Callback.** Any employee called back to work shall be paid for a minimum of 2 hours at the applicable rate, regardless of the amount of time actually spent by the employee to complete the callback work assignment. Except in circumstances where the employee elects compensatory time, the employee’s work schedule shall not be changed due to the callback. If the employee is being called back to address an emergency situation that is completed in less than 2 hours, the employee shall not be assigned additional work unrelated to the emergency situation. For the purposes of this section the employee shall be reimbursed for one-way mileage from the employee’s
residence of record with the College to the worksite at the then current IRS-approved reimbursement rate.

**Section 14.11. Time and Attendance System.** In order to maintain accurate time and attendance records and minimize payroll errors, the Board may implement and administer such time and attendance system as it shall deem appropriate to efficiently collect and manage time and attendance data.
ARTICLE XV
Insurance

Section 15.1. Insurance Coverage. Subject to the other sections of this article, employees shall be eligible for life insurance in the amount of two times their base salary (rounded to the nearest thousand), group medical insurance (which shall include vision benefits), and dental insurance, together with available coverage offered for additional cost to dependents.

Section 15.2. Insurance Payment. For the term of this Agreement the Board shall pay all premiums toward the cost of the employee’s basic group term life and dental insurance. The Board shall also pay or contribute to the cost of the employee’s medical insurance coverage as follows:

a. FY 2018 Board Contribution.
   
   (1) During FY 2018 the Board shall contribute $10,400.00 to the cost of each employee’s medical insurance coverage.

   (2) High Deductible Plan – Single Coverage. After applying a portion of such Board contribution to the annual premium for the High Deductible Plan during FY 2018 ($7,308.00), the Board shall pay the balance of the annual contribution ($3,092.00) to the Health Savings Account for any employee who has selected the High Deductible Plan.

   (3) Open Access Plan – Single Coverage. After applying all of the Board’s annual contribution to the Open Access Plan annual premium during FY 2018 ($10,728.00), each employee who has selected the Open Access Plan shall pay the balance of the annual premium in the amount of $327.60 ($27.30/month).

b. FY 2019 and FY 2020 Contributions. During FY 2019 and FY 2020 the Board shall contribute to the cost of each employee’s medical insurance coverage in the same amount and manner as applies to all other College employees eligible for such coverage. Upon determination of the annual amount to be contributed by the Board, the Board shall notify the President of the Facilities Services Union (or designee) of such amount and of any material changes in coverage terms that shall apply during the upcoming fiscal year. If the Union objects to the proposed Board contributions and/or coverage terms for FY 2019 or FY 2020, then the President of the Union (or designee) shall, within 30 days of receipt of the aforesaid Board notice, advise the Vice President, Administrative Services, in writing of the Union’s intention to reopen Section 15.2 of this Agreement for further negotiations.
The parties shall promptly schedule such bargaining sessions as are necessary to address Union concerns.

Notwithstanding any other provision of this section, the Board contribution toward the cost of each employee’s medical insurance plan during the term of this Agreement shall be sufficient to pay the entire annual premium for the High Deductible Plan.

If an employee shall elect not to enroll in any group medical insurance plan offered by the Board, then the Board shall contribute the federally determined maximum contribution (without incurring penalties) into such employee’s medical flex account.

Employees who are employed less than 30 hours per week during the regular academic year shall not be eligible for insurance benefits.

Section 15.3. Insurance Committee. The College shall maintain an Insurance Committee throughout the term of this Agreement which shall consist of the Associate Vice President, Human Resources (or designee), the President of the Faculty Association (or designee), the President of the Faculty Senate (or designee), the President of the Facilities Services Union (or designee), an appointee of the PAC, and an appointee of the CPAC. If a Committee member is unable to attend a meeting for any reason, then an alternate may attend in his or her place.

The Committee shall meet at least annually (and/or upon the call of any member of the Committee) to review the College’s medical insurance plan, including, but not limited to, claim costs, fund balances, trends in usage, benefits, and premium charges. The Committee shall be empowered to recommend coverage changes to the Board, and any such changes shall be subject to approval by the Board prior to implementation.

The Committee shall adopt and abide by the following procedures and such other procedures, rules, or guidelines now in effect or hereafter established by the Committee:

- The Committee shall e-mail a meeting agenda to each Committee member at least five working days in advance of any scheduled meeting and will post such agenda on the HR portal.

- The Committee shall e-mail minutes of all meetings to Committee members within five working days following any scheduled meeting and will post such minutes on the HR portal.

- Each Committee member shall undertake a survey of his or her constituent employees at least once every three years. Such survey shall gauge employee satisfaction with insurance products, services, and costs.

- Any Committee meeting that results in recommended coverage changes to be submitted to the Board for consideration or approval must take place at least 14
calendar days prior to the meeting at which the Board acts on such recommended changes.

The parties hereto acknowledge that the Board shall have the right to adjust insurance plan benefits on an annual basis, provided that the Committee shall first have an opportunity for input in respect to any such adjustments and that such adjustments do not conflict with the provisions of Section 15.2 hereof.

Section 15.4. **Right to Change Insurance Carriers.** The Board retains the right to select and change insurance carriers for employee insurance or otherwise provide for coverage during the term of this Agreement.

Section 15.5. **Terms of Insurance Policies, Programs, or Agreements to Govern.** The nature and extent of coverage under any insurance policies, programs, or agreements shall be exclusively governed by the terms and conditions set forth therein. Any questions or disputes concerning said insurance policies, programs, or agreements or benefits thereunder shall be resolved in accordance with the terms and conditions set forth therein and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. In the event that the Board shall elect to self-insure any insurance program, the failure of the Board or its third-party administrator to provide any benefit for which it is obligated shall be subject to the claims review procedure set forth in the policy, program, or agreement. After the review procedure has been completed, the matter may be referred to a mutually acceptable insurance adjudicator for disposition or may be referred to an appropriate court of law.

The failure of any insurance carrier to provide any benefit for which it has contracted or is obligated shall result in no liability to the Board, nor shall such failure be considered a breach by the Board of any obligation undertaken under this or any other agreement. Nothing in this Agreement, however, shall be construed to relieve any insurance carrier from any liability it may have to the Board, any employee, or beneficiary of any employee.

Section 15.6. **Section 125 Plan.** The Board will offer at least the premium conversion option of a Section 125 Plan. Subject to applicable law, such option will allow an employee to pay for dependent insurance coverage or any contributions toward such employee’s individual insurance coverage by payroll deduction calculated prior to federal and state taxes.
ARTICLE XVI
Non-Interruption of Services and Work

Section 16.1. **No Strike.** During the term of this Agreement neither the Union nor any of the employees covered by this Agreement will authorize, instigate, promote, engage in, sponsor, aid, or participate in any strike, picketing (which pertains to wages, hours, or any other terms and conditions of employment), secondary boycott, stoppage of work, refusal to work, refusal to follow reasonable work instructions, or any other concerted interruption of the operation of the College. Any or all employees who violate this provision may be terminated or otherwise disciplined by the Board as the Board in its discretion deems appropriate.

Section 16.2. **Union Responsibility.** It is recognized that Union officers have a special obligation and responsibility for maintaining compliance with this article, including the responsibility to encourage employees violating this article to return to work. In the event of any violations of any provisions of this article, the Union shall, upon notice from the Board, immediately direct such employees, both orally and in writing, to resume normal operations immediately and make every other reasonable effort to end any violations. The Union shall not direct its members to either support or oppose a strike or any other concerted interruption of College operations by any other bargaining unit and shall not direct its members to either honor or cross any picket line on campus.

Section 16.3. **Judicial Restraint.** Nothing contained herein shall preclude or in any way limit the Board from seeking an injunction, damages, and/or other judicial relief in the event of a violation of this article.
ARTICLE XVII
Entire Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter expressly covered in this Agreement, including the impact or effect of the Board’s exercise of its rights as set forth herein on salaries, fringe benefits, or terms and conditions of employment.
ARTICLE XVIII
Savings

If any provision of this Agreement or the application of such provision is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement shall continue in effect.
ARTICLE XIX
Term of Agreement

This Agreement shall be effective as of the 1\textsuperscript{st} day of July, 2017, and shall remain in full force and effect through June 30, 2020. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least 90 days prior to June 30, 2020, or at least 90 days prior to June 30 in any succeeding year.

Board of Trustees of Lincoln Land Community College, Community College District No. 526

By: ____________________________
   Chair

Date: ____________________________

Lincoln Land Facilities Services Union, IFT/AFT, AFL/CIO, LOCAL 6257

By: ____________________________
   President

Date: 07/26/2017
## APPENDIX I
Facilities Staff Performance Review

<table>
<thead>
<tr>
<th>Employee's Name:</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Department/Division:</th>
<th>Supervisor's Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Start Date in Position:</th>
<th>Evaluation Period:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[ ] 90-Day Review [ ] Annual Review

### Part I: Review of Job Description
Supervisors will first review the job description with the employee to ensure that the employee understands the essential functions of the position and what the expectations are. Copies of job descriptions are available in the Human Resources office. The job description must be attached to the performance evaluation for placement in the employee's personnel file.

Does the employee's official job description accurately reflect current duties and responsibilities?

- [ ] Yes  
- [ ] No  
  If no, contact the Human Resources office to make appropriate recommendations

### Part II: Assign appropriate value to each of the performance factors
Please evaluate each of the following performance factors and provide appropriate constructive comments for each. In order to ensure consistency in everyone's interpretation of the performance values, please use the following definitions:

- **Outstanding:** Quality of performance is superior.
- **Commendable:** Quality of performance is above average.
- **Effective:** Quality of performance is good.
- **Needs Improvement:** Quality of performance requires improvement to be considered good.
- **Unsatisfactory:** Quality of performance is unacceptable and requires substantial and immediate improvement.

Please note that whenever a performance factor is evaluated as Needs Improvement or Unsatisfactory, a performance improvement plan must be attached to the evaluation as an addendum. Such plan must contain specific steps for remediation and a timetable for achieving improvement. Progress reports shall be completed at appropriate intervals by the supervisor and sent to Human Resources for inclusion in the personnel file.

Constructive comments should be noted in each performance factor area. Comments may be attached as an addendum if adequate space is not provided on this form. In the case of negative comments, they should be specific and clear as to the performance problem. Supervisors' comments should be limited to job-related issues only. The comments section should not be used for any editorial statements or statements that relate to an employee's protected status, known or perceived.
Facilities Staff Performance Review

Performance Factors

(1) JOB KNOWLEDGE: The degree of thorough and complete knowledge and understanding of essential job functions. Possesses required level of knowledge to successfully perform job.

<table>
<thead>
<tr>
<th>Outstanding</th>
<th>Commandable</th>
<th>Effective</th>
<th>Needs Improvement</th>
<th>Unsatisfactory</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Constructive Comments on Job Knowledge strengths and weaknesses:

(2) QUALITY OF WORK: The degree of accuracy, neatness, and thoroughness in conducting responsibilities with particular attention to detail. Produces work of a high quality with few errors.

<table>
<thead>
<tr>
<th>Outstanding</th>
<th>Commandable</th>
<th>Effective</th>
<th>Needs Improvement</th>
<th>Unsatisfactory</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Constructive Comments on Quality of Work strengths and weaknesses:

(3) PRODUCTIVITY: The extent to which the employee accomplishes the quantity of work expected within established time frames. Organizes, prioritizes and produces work in an efficient and effective manner.

<table>
<thead>
<tr>
<th>Outstanding</th>
<th>Commandable</th>
<th>Effective</th>
<th>Needs Improvement</th>
<th>Unsatisfactory</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Constructive Comments on Productivity strengths and weaknesses:
Facilities Staff Performance Review

(4) DEPENDABILITY: The degree to which the employee is reliable and conscientious of requests. Instills trust, a person who can be counted on to do the work and take responsibility for actions. Regularity of attendance and punctuality in following assigned schedule or work hours.

<table>
<thead>
<tr>
<th>Outstanding</th>
<th>Commandable</th>
<th>Effective</th>
<th>Needs Improvement</th>
<th>Unsatisfactory</th>
</tr>
</thead>
</table>

Constructive Comments on Dependability strengths and weaknesses:

(5) ADAPTABILITY: The level of proficiency to which the employee adjusts to new ideas, new work requirements, and management of available resources. Responds to changing demands and job requirements by participating in continuing education/training opportunities.

<table>
<thead>
<tr>
<th>Outstanding</th>
<th>Commandable</th>
<th>Effective</th>
<th>Needs Improvement</th>
<th>Unsatisfactory</th>
</tr>
</thead>
</table>

Constructive Comments on Adaptability strengths and weaknesses:

(6) JOB SAFETY: The extent to which the employee uses, maintains, and stores all tools, utensils, equipment and vehicles. Demonstrates full knowledge of safety requirements and practices. Uses proper lifting techniques when moving heavy objects or asks for assistance as appropriate.

<table>
<thead>
<tr>
<th>Outstanding</th>
<th>Commandable</th>
<th>Effective</th>
<th>Needs Improvement</th>
<th>Unsatisfactory</th>
</tr>
</thead>
</table>

Constructive Comments on Job Safety strengths and weaknesses:
Facilities Staff Performance Review

(7) JUDGEMENT: Demonstrates the ability to analyze/evaluate situations and make sound
decisions regarding appropriate action to implement.

<table>
<thead>
<tr>
<th>Outstanding</th>
<th>Commendable</th>
<th>Effective</th>
<th>Needs Improvement</th>
<th>Unsatisfactory</th>
</tr>
</thead>
</table>

Constructive Comments on Judgement strengths and weaknesses:

(8) COOPERATION AND TEAMWORK: Strives to be a team player and do what is necessary to get the job done. Works well with others.

<table>
<thead>
<tr>
<th>Outstanding</th>
<th>Commendable</th>
<th>Effective</th>
<th>Needs Improvement</th>
<th>Unsatisfactory</th>
</tr>
</thead>
</table>

Constructive Comments on Cooperation and Teamwork strengths and weaknesses:

(9) CUSTOMER SERVICE/INTERPERSONAL SKILLS: Communicates and interacts in an appropriate manner with supervisors, peers, faculty, staff, students, and any other constituents with which the employee comes in contact.

<table>
<thead>
<tr>
<th>Outstanding</th>
<th>Commendable</th>
<th>Effective</th>
<th>Needs Improvement</th>
<th>Unsatisfactory</th>
</tr>
</thead>
</table>

Constructive Comments on Customer Service/Interpersonal Skills strengths and weaknesses:
Facilities Staff Performance Review

(10) PERSONAL/PROFESSIONAL ACCOUNTABILITY: Performs job responsibilities and acts in accordance with institutional values. Keeps commitments and meet deadlines. Shows pride of ownership in assigned tasks. Sets high personal standards. Responds productively to development feedback.

<table>
<thead>
<tr>
<th>Outstanding</th>
<th>Commendable</th>
<th>Effective</th>
<th>Needs Improvement</th>
<th>Unsatisfactory</th>
</tr>
</thead>
</table>

Constructive Comments on Personal/Professional Accountability strengths and weaknesses:

Part III: Professional Development

Please list any professional development goals for the next evaluation period:

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________
Facilities Staff Performance Review

Part IV:

Supervisor's Comments:

Supervisor's Signature:

Supervisor's Name ___________________________ Supervisor's Title ___________________________ Date

Employee's Comments:

Employee's signature indicates that evaluation has been discussed with the supervisor. It does not signify agreement.

Employee's Signature: ___________________________________________________________ Date: __________

A copy of the completed evaluation should be returned to the employee by the immediate supervisor.

Reviewed by: ___________________________________________ Date: __________
Reviewed by: ___________________________________________ Date: __________
Reviewed by: ___________________________________________ Date: __________
Vice President: ___________________________________________ Date: __________
### Appendix II

**Salary Ranges**

<table>
<thead>
<tr>
<th>Position</th>
<th>Minimum</th>
<th>Maximum</th>
<th>Scale Increase From Prior Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Duplication &amp; Mail Center</td>
<td>22,976</td>
<td>38,138</td>
<td>1.5%</td>
</tr>
<tr>
<td>Building Custodian</td>
<td>27,266</td>
<td>45,264</td>
<td></td>
</tr>
<tr>
<td>Duplication &amp; Mail Center Technician</td>
<td>27,266</td>
<td>45,264</td>
<td></td>
</tr>
<tr>
<td>Property Control Technician</td>
<td>29,085</td>
<td>48,281</td>
<td></td>
</tr>
<tr>
<td>Central Receiving Assistant</td>
<td>29,085</td>
<td>48,281</td>
<td></td>
</tr>
<tr>
<td>Public Safety/Security Assistant</td>
<td>29,632</td>
<td>49,189</td>
<td></td>
</tr>
<tr>
<td>Grounds Maintenance Worker</td>
<td>29,632</td>
<td>49,189</td>
<td></td>
</tr>
<tr>
<td>Facilities Services Support Specialist</td>
<td>31,416</td>
<td>52,156</td>
<td></td>
</tr>
<tr>
<td>General Maintenance Technician</td>
<td>33,546</td>
<td>55,688</td>
<td></td>
</tr>
<tr>
<td>Horticulturalist</td>
<td>36,662</td>
<td>60,859</td>
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</tr>
<tr>
<td>Mechanical Maintenance Technician</td>
<td>45,961</td>
<td>76,291</td>
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<tr>
<td>Facilities Maintenance Technician</td>
<td>45,961</td>
<td>76,291</td>
<td></td>
</tr>
<tr>
<td>FY 2019</td>
<td></td>
<td></td>
<td>1.0%</td>
</tr>
<tr>
<td>Duplication &amp; Mail Center</td>
<td>23,206</td>
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<tr>
<td>Building Custodian</td>
<td>27,539</td>
<td>45,717</td>
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<tr>
<td>Duplication &amp; Mail Center Technician</td>
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<td>Property Control Technician</td>
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<td>48,764</td>
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<tr>
<td>Central Receiving Assistant</td>
<td>29,376</td>
<td>48,764</td>
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<tr>
<td>Public Safety/Security Assistant</td>
<td>29,928</td>
<td>49,681</td>
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<tr>
<td>Grounds Maintenance Worker</td>
<td>29,928</td>
<td>49,681</td>
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<tr>
<td>Facilities Services Support Specialist</td>
<td>31,730</td>
<td>52,678</td>
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<tr>
<td>General Maintenance Technician</td>
<td>33,881</td>
<td>56,245</td>
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<tr>
<td>Horticulturalist</td>
<td>37,029</td>
<td>51,468</td>
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<tr>
<td>Mechanical Maintenance Technician</td>
<td>46,421</td>
<td>77,054</td>
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<tr>
<td>Facilities Maintenance Technician</td>
<td>46,421</td>
<td>77,054</td>
<td></td>
</tr>
<tr>
<td>FY 2020</td>
<td></td>
<td></td>
<td>1.0%</td>
</tr>
<tr>
<td>Duplication &amp; Mail Center</td>
<td>23,438</td>
<td>38,904</td>
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<td>46,174</td>
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<tr>
<td>Duplication &amp; Mail Center Technician</td>
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<td>46,174</td>
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<tr>
<td>Property Control Technician</td>
<td>29,670</td>
<td>49,252</td>
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<tr>
<td>Central Receiving Assistant</td>
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<td>49,252</td>
<td></td>
</tr>
<tr>
<td>Public Safety/Security Assistant</td>
<td>30,227</td>
<td>50,178</td>
<td></td>
</tr>
<tr>
<td>Grounds Maintenance Worker</td>
<td>30,227</td>
<td>50,178</td>
<td></td>
</tr>
<tr>
<td>Facilities Services Support Specialist</td>
<td>32,047</td>
<td>53,205</td>
<td></td>
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<tr>
<td>General Maintenance Technician</td>
<td>34,220</td>
<td>56,807</td>
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<tr>
<td>Horticulturalist</td>
<td>37,399</td>
<td>62,083</td>
<td></td>
</tr>
<tr>
<td>Mechanical Maintenance Technician</td>
<td>46,885</td>
<td>77,825</td>
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</tr>
<tr>
<td>Facilities Maintenance Technician</td>
<td>46,885</td>
<td>77,825</td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX III

Holiday Schedule

<table>
<thead>
<tr>
<th>Year</th>
<th>Independence Day</th>
<th>Labor Day</th>
<th>Thanksgiving</th>
<th>MLK Day</th>
<th>Memorial Day</th>
</tr>
</thead>
</table>
APPENDIX IV

Spring Recess/Winter Recess Schedule

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Spring Recess</strong>*</td>
<td></td>
</tr>
<tr>
<td>2017-2018</td>
<td>March 10–18, 2018</td>
</tr>
<tr>
<td>2018-2019</td>
<td>March 9–7, 2019</td>
</tr>
<tr>
<td>2019-2020</td>
<td>March 7–15, 2020</td>
</tr>
<tr>
<td><strong>Winter Recess</strong>*</td>
<td></td>
</tr>
<tr>
<td>2017-2018</td>
<td>December 16, 2017 – January 1, 2018</td>
</tr>
<tr>
<td>2019-2020</td>
<td>December 21, 2019 – January 5, 2020</td>
</tr>
</tbody>
</table>

*Subject to change if the Board amends the annual College Calendar during the term of the Agreement.